

**KANSAS**

OFFICE OF THE SECRETARY OF  
STATE

---

*REQUEST FOR PROPOSALS*

---

FOR

CERTIFICATION AUTHORITY  
AND  
PUBLIC KEY INFRASTRUCTURE  
SERVICES

***DRAFT COPY***

November 12, 2001

**BILL GRAVES**  
*Governor*

**Joyce H. Glasscock**  
*Acting Secretary of Administration*

**JOHN T. HOULIHAN**  
*Director of Purchases*  
900 S.W. Jackson, Room 102-N  
Landon State Office Building  
Topeka, KS 66612-1286  
(785) 296-2376  
FAX (785) 296-7240  
<http://da.state.ks.us/>

**DEPARTMENT OF ADMINISTRATION**  
Division of Purchases

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## **REQUEST FOR PROPOSAL**

RFP Number:

PR Number:

Replaces Contract:

Date Mailed:  
Closing Date: 2:00 P.M., January 16, 2002

Procurement Officer: David W. Metzenthin  
Telephone: 785-296-3123  
E-Mail Address: [david.metzenthin@state.ks.us](mailto:david.metzenthin@state.ks.us)  
Web Address: <http://da.state.ks.us/purch>

**Item: Certificate Authority and Public Key Infrastructure Services**

Agency: Office of the Secretary of State (SOS)  
Location: Topeka, KS

Period Of Contract: One (1) year from Date of Award with the option to renew for four (4) additional one (1) year periods.

Guarantee: No Monetary Guarantee Required.

Scope:

This Contract shall cover the procurement of Certificate Authority services to support the implementation of Public Key Infrastructure for the State.

### **READ THIS REQUEST CAREFULLY**

Failure to abide by all of the conditions of this Request may result in the rejection of a bid. Inquiries about this Request should indicate the contract number and be directed to the procurement officer. Return in a sealed envelope or other container only the signature page and any bid forms not later than the closing date indicated above. Retain the remaining documents for reference.

# SIGNATURE SHEET

Item: Certificate Authority and Public Key Infrastructure Services

Agency: Office of the Secretary of State

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies. **I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

Addenda: The undersigned acknowledges receipt of the following addenda:

#1(\_\_\_\_) #2(\_\_\_\_) #3(\_\_\_\_) None(\_\_\_\_)

Legal Name of Firm or Corporation \_\_\_\_\_

Telephone (800) \_\_\_\_\_ Local \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

FEIN Number \_\_\_\_\_

**Please Indicate Taxes Currently Registered for in Kansas:**

Corporate Income Tax (\_\_\_\_) Sales Tax (\_\_\_\_) Withholding Tax (\_\_\_\_) Compensating Use Tax (\_\_\_\_) None (\_\_\_\_)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name of Signature \_\_\_\_\_ Title \_\_\_\_\_

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone (800) \_\_\_\_\_ Local \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Has this bid proposal been subjected to legal review? Yes \_\_\_\_\_ No \_\_\_\_\_

This pricing is available to Political Subdivisions of the State of Kansas.

Yes \_\_\_\_\_ No \_\_\_\_\_ (Refusal will not be a determining factor in award of this Contract)

Agencies **may** use State of Kansas Business Procurement Card for purchases from this contract.

Yes \_\_\_\_\_ No \_\_\_\_\_ (Refusal will not be a determining factor in award of this Contract)

## **CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the Vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 6-96), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or Vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contract agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the Vendor or lessor shall bear the risk of any loss or damage to any personal property in which Vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

## **COST PROPOSAL**

**Provide complete and itemized pricing to accomplish the requirements of this RFP as indicated in the attached pricing spreadsheets (Section 12). Also include itemized costs and T & M Pricing.**

**Additional information to be provided in Vendors (Technical) response.**

- 1. Signature Sheet**
- 2. Transmittal Letter**
- 3. Timeline to Complete Project**
- 4. Vendor Sample Contract Documents**
- 5. Vendor Reference Information**
- 6. Point by Point Response to All Terms, Conditions and Specifications of RFP**

**Signed By**\_\_\_\_\_

**Name**\_\_\_\_\_

**Title**\_\_\_\_\_

**Company**\_\_\_\_\_

**Date**\_\_\_\_\_

## Table of Contents

Section 1 .....	9
1.1 Reference Number: .....	9
1.2 Negotiated Procurement: .....	9
1.3 Appearance Before Committee: .....	9
1.4 Questions/Addenda: .....	10
1.5 Cost of Preparing Proposal: .....	10
1.6 Evaluation of Proposals: .....	10
1.7 Acceptance or Rejection: .....	11
1.8 Contract: .....	11
1.9 Contract Documents: .....	11
1.10 Contract Formation: .....	11
1.11 Open Records Act (K.S.A. 45-215 et seq.): .....	12
1.12 Federal, State and Local Taxes-Governmental Entity: .....	12
1.13 Debarment of State Contractors: .....	12
1.14 Insurance: .....	12
Section 2 .....	13
2.1 Preparation of Proposal: .....	13
2.2 Submission of Proposals: Vendor's proposal shall consist of: .....	13
2.3 Signature of Proposals: .....	14
2.4 Acknowledgment of Addenda: .....	14
2.5 Modification of Proposals: .....	14
2.6 Withdrawal of Proposals: .....	14
2.7 Proposal Disclosures: .....	14
2.8 Notice of Award: .....	15
2.9 Letter of Intent: .....	15
Section 3 .....	16
3.1 Term of Contract: .....	16
3.2 Inspection: .....	16
3.3 Termination for Cause: .....	16
3.4 Termination for Convenience: .....	16
3.5 Notices: .....	16
3.6 Rights and Remedies: .....	17
3.7 Force Majeure: .....	17
3.8 Waiver: .....	17
3.9 Ownership: .....	17
3.10 Independent Contractor: .....	17
3.11 Staff Qualifications: .....	18
3.12 Conflict of Interest: .....	18
3.13 Confidentiality: .....	18
3.14 Reviews and Hearings: .....	18
3.15 Nondiscrimination and Workplace Safety: .....	18
3.16 Environmental Protection: .....	19
3.17 Hold Harmless: .....	19
3.18 Care of State Property: .....	19
3.19 Prohibition of Gratuities: .....	19
3.20 Retention of Records: .....	19
3.21 Federal, State and Local Taxes Contractor: .....	19
3.22 Antitrust: .....	20

3.23 Modification:	20
3.24 Assignment:	20
3.25 Third Party Beneficiaries:	20
3.26 Captions:	20
3.27 Severability:	20
3.28 Governing Law:	20
3.29 Jurisdiction:	20
3.30 Mandatory Provisions:	20
3.31 Integration:	21
3.32 State Credit Card:	21
3.33 Disclosure:	21
3.34 Competition:	21
3.35 Political Subdivisions:	21
3.36 Injunctions:	22
3.37 Acceptance:	22
3.38 Breach:	22
3.39 Statutes:	22
Section 4	23
4.1 Proposal Format:	23
4.2 Transmittal Letter:	23
4.3 Subcontractors:	23
4.4 Qualifications:	23
4.5 Timeline and Methodology:	23
4.6 Payment:	23
4.7 Invoices:	24
4.8 Vendor Contracts:	24
4.9 Submission of the Bid:	24
4.10 Subcontractors:	24
4.11 Insurance:	24
4.12 Materials and Workmanship:	24
4.13 Deliveries:	24
4.14 Alternate Proposals:	24
4.15 Benchmark Requirements:	25
4.16 Equipment:	25
4.17 Implied Requirements:	25
4.18 Industry Standards:	25
4.19 Indefinite Quantity Contract:	25
4.20 Prices:	25
4.21 Unit Pricing:	25
4.22 Upgrades:	26
4.23 Payments:	26
4.24 Certification of Specifications Compliance:	26
4.25 Certification of Materials Submitted:	26
4.26 Experience:	26
4.27 Intellectual Property Rights:	26
Section 5	27
5.1 Introduction & Purpose	27
5.2 PKI Administration In Kansas	27
5.3 Kansas Overview	30
Section 6	31
6.1 Overview	31

6.2	PKI - Planned Environment .....	31
6.3	PKI Architecture and Processes .....	32
6.4	Application Services & Integration .....	33
6.5	Digital Certificate and Certificate Authority Services .....	36
6.6	Software Solutions.....	37
6.7	Portability Solutions .....	37
6.8	New Technologies .....	37
6.9	Professional and Consulting Services .....	37
6.10	Standards .....	38
6.11	Directory Services .....	38
6.12	Customer Service and Training .....	38
Section 7	.....	39
7.1	Submittal Format .....	39
7.2	Technical Proposal Contents.....	39
7.3	Transmittal Letter.....	39
7.4	Signature Sheet.....	40
7.5	Executive Summary.....	40
7.6	Technical Proposal .....	41
7.7	Cost Proposal .....	45
Section 8	.....	47
8.1	Overview.....	47
8.2	Base Installation .....	47
8.3	Expansion.....	47



# **Section 1**

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## **CONDITIONS TO BIDDING**

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### **1.1 Reference Number:**

The above-number has been assigned to this Solicitation and **MUST** be shown on all correspondence or other documents associated with this Solicitation and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

**David W. Metzenthin**

Telephone: 785-296-3123

Facsimile: 785-296-7240

E-mail Address: david.metzenthin@state.ks.us

Kansas Division of Purchases

900 SW Jackson, Room 102N

Topeka KS 66612-1286

No communication is to be had with any other State employee regarding this Solicitation except with designated state participants in attendance **ONLY DURING:**

Negotiations

Contract Signing

as otherwise specified in this Solicitation.

Violations of this provision by Vendor or state agency personnel may result in the rejection of all bids.

### **1.2 Negotiated Procurement:**

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award is made by the Procurement Negotiation Committee (PNC) or their designees, which consists of the following:

Secretary of Department of Administration;

Director of Purchases, Department of Administration; and

Head of Using Agency

### **1.3 Appearance Before Committee:**

Any, all or no Vendors may be required to appear before the PNC to explain the Vendor's understanding and approach to the project and/or respond to questions from the PNC concerning the Solicitation; or, the PNC may award to the low bidder without conducting negotiations. The PNC reserves the right to request information from Vendors as needed. If information is requested, the PNC is not required to request the information of all Vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a best and final offer to the PNC. Prior to a specified cut-off time for best and final offers, Vendors may submit revisions to their technical and cost proposals. Meetings before the

PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the Vendor's best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

**1.4 Questions/Addenda:**

No pre-bid conference is scheduled for this Solicitation. Questions requesting clarification of the Solicitation must be submitted in WRITING to the Procurement Officer prior to the close of business on June 1, 2000 to the following address:

David W. Metzenthin  
Telephone: 785-296-3123  
Facsimile: 785-296-7240  
E-mail Address: david.metzenthin@state.ks.us  
Kansas Division of Purchases  
900 SW Jackson, Room 102N  
Topeka KS 66612-1286

Failure to notify the Procurement Officer of any conflicts or ambiguities in this Solicitation may result in items being resolved in the best interest of the State. Any modification to this Solicitation shall be made in writing by addendum and mailed to all Vendors who received the original Solicitation. Only written communications are binding.

**1.5 Cost of Preparing Proposal:**

The cost of developing and submitting the proposal is entirely the responsibility of the Vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Solicitation. All responses will become the property of the State of Kansas and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

**1.6 Evaluation of Proposals:**

Award shall be made in the best interest of the State as determined by the Procurement Negotiating Committee or their designees. Consideration may focus toward but is not limited to:

- 1.6.1 cost; Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations;
- 1.6.2 response format as required by this Solicitation;
- 1.6.3 adequacy and completeness of proposal;
- 1.6.4 Vendor's understanding of the project;
- 1.6.5 compliance with the terms and conditions of the Solicitation;
- 1.6.6 experience in providing like services;
- 1.6.7 qualified staff;
- 1.6.8 methodology to accomplish tasks;
- 1.6.9 Vendors specialized experience with the application involved;
- 1.6.10 References which support successful prior experience.

- 1.6.11 Vendors staff assigned to the project and their experience in successful implementation of the applications involved;
- 1.6.12 number of staff qualified to fulfill contract tasks;
- 1.6.13 Vendors current workload with other customers with respect to available staff;
- 1.6.14 understanding of the nature of the work to be performed;
- 1.6.15 Vendors presentation of their design thoughts in response to the Functional requirements;
- 1.6.16 Vendors demonstration of its understanding of the States objectives and innovation of their approach to solving requirements;
- 1.6.17 Vendors track record for successful implementation of similar systems;
- 1.6.18 Vendors relationship and influence with any and all suppliers and subcontractors;
- 1.6.19 project schedule and planning;
- 1.6.20 requirements on State staff for implementation and forward going administration of production system;
- 1.6.21 flexibility of the software applications to make changes in the future without impacting the production environment.

**1.7 Acceptance or Rejection:**

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Solicitation; and unless otherwise specified, to accept any item in a proposal.

**1.8 Contract:**

The successful Vendor will be required to enter into a written contract with the State. The Vendor agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the State and is attached to this Solicitation.

**1.9 Contract Documents:**

This Solicitation and any amendments and the response and any amendments of the successful Vendor shall be incorporated along with the DA-146a into the written contract award which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- 1.9.1 Form DA-146a;
- 1.9.2 written modifications to the executed contract;
- 1.9.3 written contract signed by the parties;
- 1.9.4 this Solicitation including any and all addenda; and
- 1.9.5 contractor's written proposal submitted in response to this Solicitation as finalized.

**1.10 Contract Formation:**

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered with the Division of Accounts and Reports; and a written contract has been signed by the successful Vendor.

**1.11 *Open Records Act (K.S.A. 45-215 et seq.):***

All proposals become the property of the State of Kansas. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

**1.12 *Federal, State and Local Taxes-Governmental Entity:***

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful Vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Solicitation. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Vendor's price quotations.**

**1.13 *Debarment of State Contractors:***

Any Vendor who defaults on delivery as defined in this Solicitation may be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the secretary of administration, after consultation with the contracting agency and the attorney general, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The secretary, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the attorney general, remain in effect until after the trial of the suspended person.

**1.14 *Insurance:***

The State shall not be required to purchase any insurance against loss or damage to any personal property nor shall the State establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the Vendor shall bear the risk of any loss or damage to any personal property.

## **Section 2**

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# **PROPOSAL INSTRUCTIONS**

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### **2.1 Preparation of Proposal:**

Prices are to be entered in spaces provided on the proposal cost form if provided herein. See [www.da.state.ks.us/purch](http://www.da.state.ks.us/purch) for soft copy of the RFP and additional instructions. Computations and totals shall be indicated where required. The PNC has the right to rely on any price quotes provided by Vendors. The Vendor shall be responsible for any mathematical error in price quotes. The PNC reserves the right to reject proposals which contain errors.

ALL COPIES OF COST PROPOSALS SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR CONTAINER SEPARATE FROM THE TECHNICAL PROPOSAL. THE OUTSIDE SHALL BE IDENTIFIED CLEARLY AS "COST PROPOSAL OR TECHNICAL PROPOSAL" WITH THE RFP NUMBER AND CLOSING DATE.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other Vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of Vendor's capabilities to satisfy the requirements of this Solicitation with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Solicitation without additional clarification shall not be considered responsive.

**Vendors are instructed to prepare their Technical Proposal following the same sequence as the Solicitation.**

### **2.2 Submission of Proposals: Vendor's proposal shall consist of:**

- Ten (10) copies of the technical Proposal, including literature and other supporting documents;
- Ten (10) copies of the cost proposal (packaged as described in Section 2.1);
- In addition one (1) electronic / software version of the technical (MS Word 97) and a separate (MS Excel 97) cost proposal is requested.

Vendor's proposal, sealed securely in an envelope or other container, shall be received promptly at 2:00 p.m., Central Standard or Daylight Savings Time, whichever is in effect, on, addressed as follows:

Kansas Division of Purchases  
Proposal # ?????  
Closing: December 15, 2001  
900 SW Jackson Street, Room 102N  
Topeka, KS 66612-1286

Faxed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

**2.3 *Signature of Proposals:***

Each proposal shall give the complete mailing address of the Vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the Vendor's social security number or Federal Employer's Identification Number.

**2.4 *Acknowledgment of Addenda:***

All Vendors shall acknowledge receipt of any addenda to this Solicitation. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Solicitation shall be issued only by the Division of Purchases in writing.

**2.5 *Modification of Proposals:***

A Vendor may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

**2.6 *Withdrawal of Proposals:***

A proposal may be withdrawn on written request from the Vendor to the Procurement Officer at the Division of Purchases prior to the closing date.

**2.7 *Proposal Disclosures:***

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested Vendors or their representatives may be present at the announcement at the following location:

State of Kansas Division of Purchases  
900 Jackson Street, Room 102N  
Topeka, KS 66612-1286

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Division of Purchases. Bid results can be obtained by sending (do not include with bid):

1. A check for \$3.00, payable to the State of Kansas;
2. A self-addressed, stamped envelope;
3. Request For Proposal Number.

Send to:  
Kansas Division of Purchases  
Attention: Bid Results/Copies  
900 SW Jackson, Room 102N  
Topeka, KS 66612-1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a Vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

**2.8 *Notice of Award:***

An award is made on execution of the written contract by all parties. Only the State is authorized to issue news releases relating to this Solicitation, its evaluation, award and/or performance of the contract.

**2.9 *Letter of Intent:***

Vendors wishing to participate in this acquisition process are requested to provide a Letter of Intent to Propose.

## **Section 3**

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# **GENERAL PROVISIONS**

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### **3.1 Term of Contract:**

The term of this contract is for a one (1) year period from the date of award with the option for four (4) additional one (1) year renewals by written agreement of the parties.

### **3.2 Inspection:**

The State reserves the right to reject, on arrival at destination, any items which do not conform to specification of this Solicitation.

### **3.3 Termination for Cause:**

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- 3.3.1 the Contractor fails to make delivery of goods or services as specified in this contract; or
- 3.3.2 the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

### **3.4 Termination for Convenience:**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

### **3.5 Notices:**

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

David W. Metzenthin  
Kansas Division of Purchases



900 SW Jackson St, Room 102N  
Topeka, Kansas 66612-1286

or to any other persons or addresses as may be designated by notice from one party to the other.

### **3.6 *Rights and Remedies:***

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **3.7 *Force Majeure:***

The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the Contractor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the contractor's employees, and freight embargoes.

### **3.8 *Waiver:***

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

### **3.9 *Ownership:***

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

### **3.10 *Independent Contractor:***

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any

other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

**3.11 Staff Qualifications:**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

**3.12 Conflict of Interest:**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

**3.13 Confidentiality:**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

**3.14 Reviews and Hearings:**

The Contractor agrees to advise the Director of Purchases of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Purchases. The State has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

**3.15 Nondiscrimination and Workplace Safety:**

The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

**3.16 Environmental Protection:**

The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

**3.17 Hold Harmless:**

The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

**3.18 Care of State Property:**

The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

**3.19 Prohibition of Gratuities:**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

**3.20 Retention of Records:**

Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for five (5) years, or if litigation, including all appeals, exceeds ten years for an additional one (1) year following the termination of litigation.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the post-contract period. Delivery of and access to the records shall be at no cost to the state.

**3.21 Federal, State and Local Taxes Contractor:**

The State make no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

**3.22 *Antitrust:***

If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

**3.23 *Modification:***

This contract shall be modified only by the written agreement of the parties with the approval of this PNC and the Director of the Division of Purchases. No alternation or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**3.24 *Assignment:***

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

**3.25 *Third Party Beneficiaries:***

This contract shall not be construed as providing an enforceable right to any third party.

**3.26 *Captions:***

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

**3.27 *Severability:***

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

**3.28 *Governing Law:***

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

**3.29 *Jurisdiction:***

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

**3.30 *Mandatory Provisions:***

The provisions found in Contractual Provisions Attachment (DA-146a), which is attached, are incorporated by reference and made a part of this contract.

### **3.31 Integration:**

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

### **3.32 State Credit Card:**

Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. Please indicate on the Signature Sheet if the Business Procurement Card will be accepted for payment.

### **3.33 Disclosure:**

The criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this Contract, must be disclosed. Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes: (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity, directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

### **3.34 Competition:**

The purpose of this Solicitation is to seek competition. The Vendor shall advise the Division of Purchases if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Division of Purchases no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications that do not hinder the intent of this Solicitation.

### **3.35 Political Subdivisions:**

Political subdivisions (City, County, School Districts and etc.) are permitted to utilize contracts administered by the Division of Purchases. Please indicate on the Signature Sheet one of the following statements:

- (1) "This pricing IS available to Political Subdivisions of the State of Kansas";
- or
- (2) "This pricing IS NOT available to Political Subdivisions of the State of Kansas".

Awards shall not be based solely on which of these statements is selected. However, conditions included in this contract shall be the same for political subdivisions.

The State has no responsibility for payments owed by political subdivisions. The Vendor must deal directly with the political subdivision.

**3.36 Injunctions:**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Vendor shall not be entitled to make or assert claim for damage by reason of said delay.

**3.37 Acceptance:**

No contract provision or use of items by the State shall constitute acceptance or relieve the Vendor of liability in respect to any expressed or implied warranties.

**3.38 Breach:**

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application To this end the contract terms and conditions are severable.

**3.39 Statutes:**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

## **Section 4**

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### **SPECIAL PROVISIONS**

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#### **4.1 Proposal Format:**

Vendors are instructed to prepare their Technical Proposal following the same sequence as the sections of the Request For Proposal.

#### **4.2 Transmittal Letter:**

See Section 7.

#### **4.3 Subcontractors:**

The contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The selected Vendor will be required to assume responsibility for inside delivery, installation, and maintenance of all hardware, software, and support services offered in the proposal whether or not they are manufactured or produced by the selected Vendor. Further, the State will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

Any hardware, software, or service provided by a subcontractor must be identified in the proposal. The State reserves the right to approve or reject, in writing, any subcontractor.

If any subcontractor's contribution is essential to the completion of the work to be performed under an award, the prime contractor must provide agreements between itself and its subcontractor that commits the parties to the completion of all work and prompt payment of subcontractors subsequent to payment of contractor by the state.

#### **4.4 Qualifications:**

A description of the Vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The Vendor must be an established firm recognized for its capacity to perform. The Vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Solicitation.

#### **4.5 Timeline and Methodology:**

A timeline for implementing services is to be included in the Vendor's response.

#### **4.6 Payment:**

Payment terms and payment schedules are to be negotiated.

#### **4.7 Invoices:**

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

1. date of invoice;
2. date of shipment (or completion of work);
3. purchase order number and contract number;
4. itemization of all applicable charges; and
5. net amount due.

#### **4.8 Vendor Contracts:**

Include a copy of any contracts proposed.

#### **4.9 Submission of the Bid:**

Submission of the bid will be considered presumptive evidence that the Vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

#### **4.10 Subcontractors:**

Vendors must identify any and all subcontractors that will be used in performance of any work to be performed under a contract award. During performance of the contract, subcontractors may not be engaged by the contractor to perform any work in place of the contractor without written authority by the State to do so.

#### **4.11 Insurance:**

The successful vendor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

#### **4.12 Materials and Workmanship:**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

#### **4.13 Deliveries:**

All orders shall be shipped FOB destination, prepaid and allowed. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. Continued delivery problems may result in termination of the contract.

#### **4.14 Alternate Proposals:**

Bids on items comparable to the above are invited. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.



A Vendor may submit more than one proposal. The alternate proposal(s) may be an abbreviated form following the same format and in the same number of copies as the primary proposal. The alternate proposal(s) should provide only that information which differs in any way from that contained in the primary proposal. Any alternate proposal submitted must include all the required information identified in Sections 10, 11 and 12 of this RFP. Any Sections that were unaffected must read "NOT CHANGED." In addition, each alternate proposal must be accompanied by a complete cost proposal, in the same number of copies as the primary proposal, identifying differences. Each alternate proposal must be separately bound and identified as being an alternate proposal, and each technical and cost portion thereto must be identified and packaged as described in this RFP.

**4.15 *Benchmark Requirements:***

A demonstration or benchmark of the selected devices for the using agencies may be required before final contract approval.

**4.16 *Equipment:***

All offered equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.

**4.17 *Implied Requirements:***

All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the Vendor's response.

**4.18 *Industry Standards:***

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**4.19 *Indefinite Quantity Contract:***

This Solicitation is for a Indefinite Quantity Contract between a Vendor and the State to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.

**4.20 *Prices:***

Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract.

**4.21 *Unit Pricing:***

Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

**4.22 Upgrades:**

Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

**4.23 Payments:**

Payments shall not be made for costs or items not listed in the Vendor's response.

**4.24 Certification of Specifications Compliance:**

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the Solicitation.

**4.25 Certification of Materials Submitted:**

The response to this Solicitation, together with the specifications set forth herein and all data submitted by the Vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful Vendor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

**4.26 Experience:**

All bidders must have a minimum of three (3) years continuous active participation in the applicable industry as a distinct company, providing systems and services comparable in size and complexity to those offered.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract.

**4.27 Intellectual Property Rights:**

All original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity it was developed for.

The work product ownership provisions of any subcontract shall be substantially similar to the provisions of this section.

See current Kansas Information Technology Executive Council (ITEC) policies at:  
<http://da.state.ks.us/itec>

## **Section 5**

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### **SUMMARY OF PROJECT**

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#### **5.1 Introduction & Purpose**

The purpose of this Request For Proposals (RFP), titled "Certification Authority and Public Key Infrastructure Services", is to obtain the services of a qualified Contractor to provide enterprise Public Key Infrastructure (PKI) and Certificate Authority services. The selected Contractor shall provide and coordinate the development of public key encryption and digital signature solution(s) as an application service provider (ASP) for the State.

Kansas intends to aggregate a broad community of users for PKI at the state and local government levels including the states Regents system. It also expects that the system would be used by the citizens of Kansas to support e-government transactions with agencies at all levels of government. Consequently, it is important that the contractor can provide a solution environment that will work with multiple Vendor applications and products as seamlessly as possible with minimal need for integration and without need of proprietary desktop applications.

The State has implemented and enforces a state-government wide Technical Architecture used by all agencies in the determination of agency architectures and product utilization. The current version of this architecture includes PKI product and services as part of that architecture. It is expected that this will bring broad utilization of the PKI by all agencies at an accelerated pace.

The contractors hardware, software and service(s) will be expected to ensure the authenticity and integrity of information in electronic transactions, to protect the confidentiality of information and messages, and to support non-repudiation of digitally signed transactions during the term of the contract in accordance with KAR 7-41-10. At the conclusion of the contract term, the Vendor must provide a copy of all certificates and other information issued and maintained under the contract to the State or its designated representative as provided by law.

The State will select a contractor that it believes will provide the best value in technology, services, security, management and cost. In addition to the terms and conditions of this RFP, the contractor must recognize and comply with the terms and conditions contained in the Kansas Certificate Policy (CP) (found in Attachment A) and the Rules and Regulations promulgated by the Office of the Secretary of State (found in Attachment B).

The Contractor shall guarantee the access to and integrity of State records and information stored or maintained by the Contractor throughout the documents lifecycle consistent with State record retention requirements. Contractor shall also provide tools and service to support PKI enabled application development including, but not limited to, standard application development toolkits, training, and consulting services.

#### **5.2 PKI Administration In Kansas**

The Information Technology Executive Council (ITEC) was established by Kansas law (KSA 1998 Supp 75-7201 through 75-7212) to adopt Information Technology (IT) resource policies and procedures along with a technology architecture that will serve all state agencies. It also provides direction and coordination for the state's IT resources,

designates information resource ownership and leads the implementation of new technologies and networks to be shared by multiple agencies in different branches of government.

Each branch of Kansas government (Executive, Judicial, and Legislative) is represented at ITEC. In addition, it has the participation of local government interests and the private sector. This expansive view of the needs of government and statutory tasking to improve information technology for Kansas in general resulted in ITEC becoming responsible for oversight of the official Kansas Certificate Management Policy.

With ownership of the policy vested in ITEC, control of the policy is delegated to and is the responsibility of the states Chief Information Technology Architect (CITA) who acts as the Policy Management Authority (PMA).

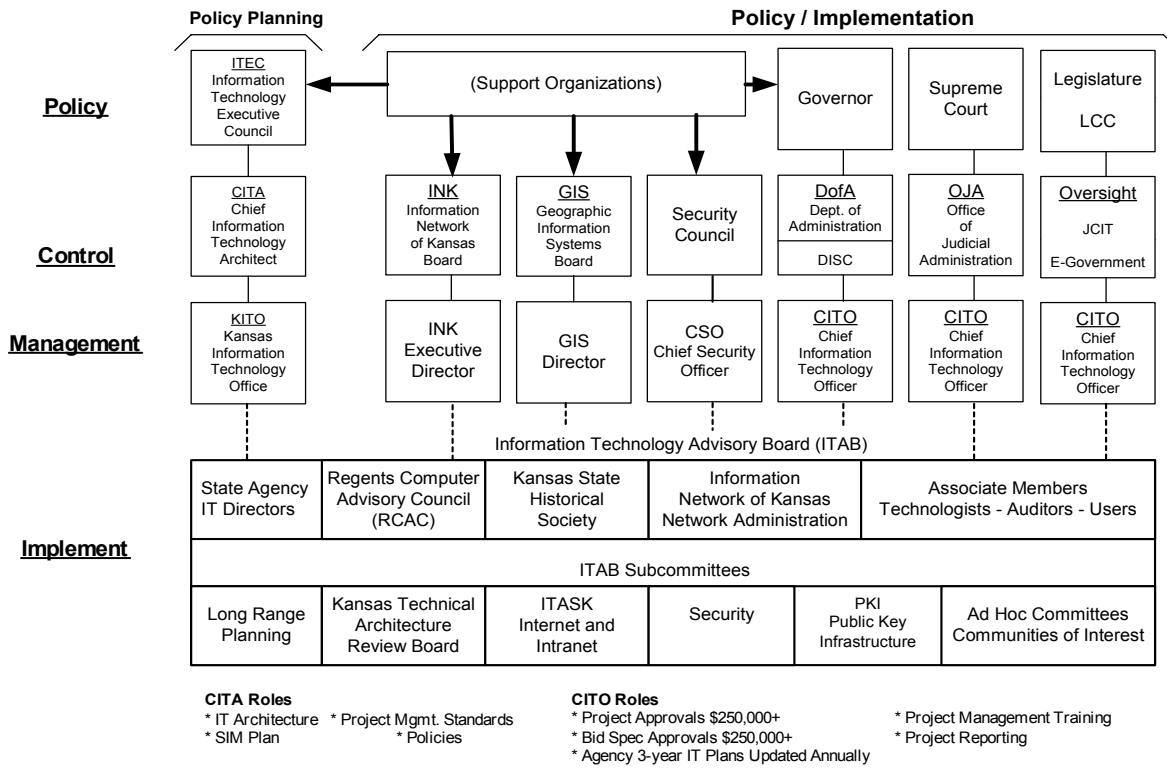
The CITA employs the Kansas Information Technology Office (KITO) for day to day management of the policy and to collaborate with the three Chief Information Technology Officers (CITO) that represent each branch of government with regard to policy modifications and implementation issues. This collaboration occurs through participation of the KITO and CITO's at the Information Technology Advisory Board (ITAB). ITAB is comprised of the information technology heads from each of the states agencies and branches. To maintain a focus on operational issues ITAB has formed a permanent subcommittee for PKI. Responsibility for implementation and operations oversight resides with the respective CITO's in each branch of government. In this regard, the most significant effort is the oversight of Registration Authority (RA) activities of any agency or office in a given CITO's jurisdiction. The current plan is for agencies (especially larger ones) to act as RA's for their employees and other parties with whom they conduct transactions.

The Office of the Secretary of State (SOS) in Kansas is responsible for establishing and enforcing the rules and regulations for "registered" Certificate Authorities that want to operate in the State. As the authorized registration agency, SOS is the agency responsible for issuance of a contract for Certificate Authority services and Public Key Infrastructure (PKI) services for the state.

In 2000, the Kansas legislature approved its version of the Uniform Electronic Transactions Act by including the provision for digital signature and allowing for "Registered Certification Authorities." Although any organization that so desires may register with the Office of the Secretary of State to provide certificate authority services, only the contractor awarded a contract under this RFP will be available under state contract to provide these services to state agencies. A single contract for these services will be made.

The diagram on the following page illustrates the relationship between these organizations and PKI policy administration.

# Kansas IT Governance Model



### **5.3 *Kansas Overview***

Kansas has a population approximating three million. About half of the population is concentrated in five counties in the eastern portion of the state. These counties include Sedgwick, Johnson, Wyandotte, Douglas and Shawnee. The citizens are served by 90 state agencies and every county in the state has some agency presence in it. Kansas is also served by 55 institutions of higher education for 175,000 students. Many of the state agencies as well as the institutions of higher education have already indicated an interest or immediate need to implement PKI. Finally there are 105 local governments at the county level and 8 major municipalities that may have an interest in PKI in the future.

Considered amongst the top 5 states in the provision of digital governance, Kansas expects PKI will be a cornerstone component of a strategy to reduce the cost of government while increasing service to its citizens.

Increasingly, citizens expect electronic access to government services. The state believes that this expectation for on-line transactions with government will continue to grow and must be satisfied.

Kansas is very focused on and involved with international trade. With a strong agricultural base and considerable aviation manufacturing presence, a number of commercial enterprises within the state can also benefit from a strong PKI infrastructure backed up by the state. Approximately 90,000 commercial enterprises routinely conduct transactions with a number of state agencies.

In summary, Kansas has great interest in developing PKI infrastructure and will work to consolidate demand with the goal of establishing a large user base of PKI subscribers.

## **Section 6**

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### **SCOPE OF SERVICES**

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#### **6.1 Overview**

The State requests proposals to design and implement public key infrastructure products and services in support of its e-government initiative. Vendors should propose the necessary application services to provide a comprehensive Public Key Infrastructure for Kansas agencies and citizens.

Vendors are encouraged to describe (in their proposal) relevant tools and services that will support electronic authentication of e-government transactions in the State's Internet (citizen to government) and the State's Intranet (government to government) and electronic procurement (business with government) environments in a trusted and secure way. Successful proposals will discuss how signature keys, encryption keys, digital certificates, directories, and/or repositories, will fit into the Kansas Statewide Technical Architecture (Attachment C).

This section provides detail about the scope of requested services, explanations of various details about the project, and aspects of the project that should be addressed in the RFP technical response. The subsections found herein are echoed later in Section 7.0. Vendors will reply to this scope of services in their response to Section 7.

#### **6.2 PKI - Planned Environment**

To date, Kansas's experience with the use of digital signature and certificates has been limited. A recent survey of the majority of state agencies found some use of digital certificates to provide secure communication and transactions between servers. In addition, the survey uncovered limited use of electronic signature applications but not of digital signature. This can be attributed to the recognition of a broad-based statewide initiative to create a standard approach to meet a burgeoning demand.

Large amounts of state data reside in paper, electronic documents (HTML pages, Word Perfect, Microsoft Word, Adobe PDF and bit mapped document images) as well as multiple databases. Some agencies have placed many of their standard agency forms on-line. A user can download many of these forms from some web sites; print them, sign them and mail them back to the agency for processing. Some data sources are shared among a variety of agencies and organizations that have legal access to the data. However, some organizations may need access to only certain fields of data where they are prohibited from having access to other fields.

The ability to conduct secure web-based transactions in business to government, citizen to government, and government-to-government relationships will depend upon both signature key and encryption key technology. Otherwise, cost efficiencies that could otherwise be captured will be diluted as employees, citizens and business are forced to exit to paper processes to complete electronic transactions.

Over time, both state agencies and contractors, as part of the state's e-government initiatives will develop multiple applications that will need to be PKI enabled. Recently the State conducted a survey to help determine applications that are the most likely over the next 24 months to need PKI product and services implementations. Please See Attachment D for a list of questions and a summary of responses to the survey.

A large number of agencies responded and provided details about their current use of signatures. Most transactions required a signature by statute or rule. The number of individuals who would need to conduct signings on a yearly basis ranged by application from 3 to 28,000 with the annual number of signings to estimated at 438,000 (some documents require multiple signatures). These figures are not precise and do not include all applications but are included to provide rough estimates of potential annual volume that could be achieved once applications are online. Vendors responding to this RFP may find these estimates to be of value in preparation of the technical and cost proposal. This volume is expected to grow, as cost efficient pricing structures are developed to quickly and easily put digital certificates/signatures in the hands of citizens, businesses and government employees.

Applications fell generally into these categories:

1. Applications and renewals of permits, registrations, licenses, and reports (licensing of businesses, occupations, drivers, products and brands, health immunizations, etc.)
2. Bids, Proposals, Contracts (submission, award, and contracts with government)
3. Data Exchange (between state agencies and with federal agencies)
4. Legal notifications (e.g. Lending agreements)
5. Agency, citizen, and business filing of legal documents (e.g. court filings, orders, documents related to judgments, legal notifications, periodic reports, etc.)

When describing products and services under subsequent subsections, please take into account the information provided here and the results provided in Attachment D.

### **6.3 PKI Architecture and Processes**

State agencies develop, deploy, and manage their own applications, software, and hardware for their particular business needs. The Division of Information Systems and Communications (DISC) acts as a centralized resource for mainframe processing, telecommunications services, and wide-area networking services. This Division also provides local area networking services, server management, and web development and hosting services for some agencies. The State, through the Information Network of Kansas, deploys and manages the state's web portal, accessKansas (<http://www.accesskansas.org>), which is designed to act as a single point of contact or interface for services delivered electronically via the web to citizens and businesses. The Information Network of Kansas works closely with many state agencies to develop web-based services, data access, and applications that are then delivered via the portal to citizens and businesses. In addition, agencies can develop web-based applications and services on their own or by contracting such development work to other outside Vendors.

Vendors should describe the overall PKI architecture, products, services, and processes they propose to assist the State in developing and deploying applications which require electronic authentication using digital signatures and digital certificates.

In describing products and service offerings, Vendors should:



- Describe the overall PKI architecture that the Vendor proposes for the State and its agencies to develop and deploy applications and services requiring digital signature based electronic authentication and data encryption.
- Describe the set of products and services that the Vendor proposes for the State and its agencies to develop and deploy such applications and conduct secure digital signature-based web transactions.
- Describe the overall processes by which state employees, agencies, citizens, and businesses will obtain digital certificates and use them to access electronic services. Describe the processes the state will use to verify certificates and conduct secure and reliable electronic transactions with constituents using digital signature PKI.
- Describe the processes and activities that would be performed by Kansas organizations acting as Registration Authority (RA) serving particular constituencies including employees, citizens and businesses. The Vendor will not be responsible for performing RA services for in-person presentment of identification credentials.

#### **6.4 *Application Services & Integration***

Vendors must clearly describe how their proposed products, services, and solutions will allow digital signatures to be used with a variety of applications and environments. The following sections describe some of the types of application needs that exist or may exist within the State that could require the use of digital signatures. For each type of application or environment, Vendors should clearly describe the products, services, technology and process they would propose for incorporating digital signatures and digital certificates.

##### **6.4.1 Documents**

Many agencies require that documents be legally signed before they can be filed with state agencies or the courts. There are documents that business or citizen constituents must sign before filing them with agencies or the courts and documents that must be signed by state employees before they can be filed or submitted to other entities. PKI technology may also be needed to encrypt documents or to “encapsulate” them prior to sending or storing them to protect them from tampering. The State may wish to store data in a variety of formats but allow authenticated access, update or the transfer of this information via secure connections.

The State currently uses Microsoft Office and Corel Suite products extensively within the state enterprise to create, edit, and manage documents. Solutions proposed by Vendors should be compatible with these document formats. Vendors should clearly identify any limitations regarding versions of these products or the documents that they create in terms of their proposed solution.

The State also employs a variety of document imaging, workflow, and document management products and technology. Systems currently in use include but are not necessarily limited to FileNet, Liberty IMS, Optika, Perceptive Vision’s ImageNow, PC Docs and comparable IBM products. Please address integration issues or opportunities that apply to these products.

A number of agencies use computer aided design (CAD) systems that produce engineering documents that must be signed and in some instances have a seal applied to them. Often these agencies are interacting with consulting firms that must also submit official versions of these drawings. This special class of documents is of particular interest for integration with PKI.

Provide information concerning the tools and services used to deliver e-notary certificates. Provide examples of experience in delivering such services.

Vendors should clearly describe how proposed products and services will allow documents to be digitally signed and/or encrypted or encapsulated using digital signature technology. Vendors should clearly describe the processes and software which end users, both in and out of state-government, would use to sign or encrypt documents. Describe any suggestions regarding separating the issuance of signature keys from encryption keys.

Vendors should clearly describe any solutions proposed for managing and storing digitally signed documents. Describe any advantages the State would gain from relying on a third party to store its digitally signed documents as opposed to storing them in its own repository, if applicable. Also describe what if any software (offered by the Vendor) the state would be required to maintain if it is to create such a repository.

Vendors should clearly discuss any issues their solution raises in terms of editing, formatting, printing, storing, managing, archiving or transferring documents that have been digitally signed, including issues relating to sending and archiving digitally signed documents via e-mail.

#### 6.4.2 E-Mail

The State currently uses IBM Lotus Notes, Microsoft Exchange/Outlook and Novell GroupWise e-mail in a variety of versions including some earlier versions. Currently many digital signature solutions involve the use of e-mail, or applying digital signatures to e-mail attachments. Certain versions of these applications may conflict with the ability to sign documents, and attach them to e-mail and route them to the appropriate party for signature.

Vendors should clearly describe whether or not their proposed products and services work with these e-mail products and what version level is required for each product. Describe any interoperability problems or issues between e-mail products and the Vendors proposed solutions. Describe any development, programming resources or special products required to assure interoperability, and if they are currently available.

Vendors should clearly discuss the processes that involve use of e-mail in digital signature applications and how they address these needs. Vendors may wish to discuss the advantages and disadvantages of offering browser-based solutions for digital signatures vs. e-mail based solutions, plus any interoperability concerns associated with offering either or both. Vendors should address the question of whether e-mail certificates are interoperable with browser-based certificates. Web Browsers Vendors should describe how their proposed software, products, and technology use or interact with web browsers. The State currently uses both Netscape and Microsoft web browsers in a variety of versions and desires to support both in the e-services it offers to citizens, businesses and employees.

Clearly describe how products interface with the Netscape Navigator and Microsoft Explorer, including experienced and/or potential interoperability problems. Describe any limitations in terms of versions, settings, or preferences of either or both of these browser products when using proposed digital signature products and services. This description should include the minimum versions of browsers supported.

If offering browser-based technology for digital signatures, are options available that involve web forms placed in web signing areas in contrast to e-mailing word processing documents? If so, describe the advantages and disadvantages of web form signing areas.

Please see the appropriate ITEC policy for Kansas accessibility policies at <http://da.state.ks.us/kito>

#### 6.4.3 Electronic Forms

The State utilizes a large number of forms that support a variety of processes that must be completed and signed by individuals both inside and outside of government. Many of these forms require a signature, and there are many agencies that will require the ability to easily automate forms, and allow them to be digitally signed. Most forms currently used by the State are initially created as Microsoft Word, WordPerfect or Adobe Acrobat format documents. Some agencies are using specific forms applications such as Accelio Jetform.

Vendors should describe any solutions, products, or technology they would propose for easily automating forms-based applications, and for digitally signing electronic forms.

To support the rapid deployment of digital signatures, it may be desirable for the Vendor's PKI services to be integrated into at least one commercially available electronic forms software package. The function should be such that multiple digital signatures and certificate validation services are supported and can be integrated into the form without the need for supplementary programming (the use of third party toolkits is acceptable).

List the name(s) and manufacturer(s) of all electronic form packages supported by a PKI solution.

#### 6.4.4 XML

XML holds much promise for helping organizations exchange data. Nevertheless, users must now sift through a variety of technology frameworks and data definitions from various Vendors and industry and standards groups.

Vendors should describe any XML product or service offerings they propose as part of their solution. Describe how digital signature technology would inter-operate with XML-based forms and documents. Describe any recommendations to the State in implementing XML in as low a cost solution as possible. Discuss what standards would be supported by any such proposed solutions and what interoperability could be expected with other XML offerings or solutions.

Describe any examples of actual live XML deployments completed, and include actual projects in the reference section. Identify what costs were associated with these deployments; both in terms of XML based technology and digital signature technology.

#### 6.4.5 Server Certificates

The State and its agencies will also wish to be able to acquire, use and validate server certificates.

Clearly describe the ability of a proposed solution to issue server certificates, including those for Netscape, Microsoft and Apache web servers. Describe the process by which server certificates are issued, validated, and for what types of applications the State may want to consider using server certificates for.

#### 6.4.6 E-Notary

Provide information concerning the tools and services offered to deliver e-notary certificates, and provide examples in delivering such services.

#### 6.4.7 Encryption

Provide information concerning the levels of encryption available with Vendor's services.

### 6.5 ***Digital Certificate and Certificate Authority Services***

The State intends to award a single contract to acquire the services of a Certificate Authority to provide certificate management services, including issuing of certificates, management of revocation lists, certificate renewals, archiving etc. The State has developed a Certificate Policy, which governs the types of certificates or level of identity verification required for certificates, which will be accepted as valid for transacting business with state-government. The current version of this Certificate Policy is included as Attachment A.

Vendors should describe the certificate management services they propose to offer the State and its agencies. These services must be in compliance with the Kansas Certificate Policy that is currently in place or the Vendor must clearly and explicitly state where their product is not in compliance.

Describe the process by which individual citizens and employees of business entities and state employees will request and obtain a digital signature certificate. Provide a clear process-flow diagram illustrating how certificates are issued and delivered to the citizen, governmental employee or business entity.

Discuss the methods available for obtaining digital certificates where a particular Kansas state organization is acting as a Registration Authority (RA). Once a subscriber has been vetted to the satisfaction of the RA, what forms of digital signature delivery are supported? Include in this discussion, any hardware devices supported or planned for support such as smart cards.

Vendors should describe how keys and key repositories are managed, and should demonstrate that these are in compliance with Kansas statutes governing licensure of certificate authorities.

Describe all other certificate authority services proposed, including reporting capabilities (secure online reporting is preferred), services to help enforce the certificate policy, administration of renewal and revocation processes, and any other management or certificate services proposed to be provided to the State. Also discuss Vendor's planned response to breach of security for compromised certificates or certificates incorrectly issued.

Describe any proposals to help keep the cost of issuing certificates to state employees, agencies, citizens and businesses as low as possible. Keep in mind that for many applications state agencies will wish to pay for the certificates that will be needed by its constituents for conducting electronic business with it.

Define the relationship between digital signatures and certificates issued under the Kansas Certificate Policy and certificates issued under the Vendors Certificate Policy with regard for authentication chains and reciprocity with other external organizations certificates based on other policies. Does the Vendor provide gateway services that align or broker between different certificate levels and policies? Of particular interest is the Vendors support for or relationship with the Federal Bridge Management Authority.

## **6.6 Software Solutions**

Describe any other PKI software solutions offered that have not been included above in Section 6.4 Application Services & Integration.

List the name(s) and manufacturer(s) of all applications and software packages that have been specifically integrated with the Vendors product line.

Specifically provide information on whether or not this software has API's for use by programming languages such as C, Visual Basic, JAVA, RPG and PowerBuilder, and if and how these API's are interoperable with the Authority's repository.

## **6.7 Portability Solutions**

Some state and also private sector business employees as well as citizens may wish to sign documents from different workstations. The State recognizes that today, without some type of physical token, digital signatures would likely be issued electronically, over the web, to a particular computer to be used for digitally signing transactions and/or documents. Vendor responses that discuss what viable options they see for the State to provide digital certificates to citizens that would be location-independent are encouraged. Individuals will require some way to transfer the digital signing capability, or their digital certificate, from one computer to another. Propose ways to facilitate key portability without compromising key security.

## **6.8 New Technologies**

Describe any other new hardware and software applications/components that are on the horizon (12-months), and their key uses to the State and its citizens and businesses. Include products and services may be offered in this contract as either a future addendum, or for which there is current pricing.

Please also discuss future plans for delivering certificates based on new encryption types or strengths.

## **6.9 Professional and Consulting Services**

The Vendor will describe any consulting services and specialty areas of expertise in which the Vendor excels including those that may be relevant to the state's e-government initiative. Describe what consulting services the Vendor can offer agencies in helping the state to develop and deploy digital signature applications. Specific costs should be itemized for these services in the Cost Proposal.

### **6.10 Standards**

Adherence to industry standards is typically used to achieve interoperability. PKI technology is being developed in an environment with standards published or emerging from several authoritative groups.

Describe each standard by which a solution is fully compliant and any benefit that is derived from adherence to any of these standards other than enabling interoperability.

Describe variances from standards with which a solution is partially compliant, including Vendor specific extensions that may inhibit interoperability with solutions from other Vendors.

Please list any relevant standards or standard bodies the Vendor has no plans to be compliant with along with an explanation of why such a position was taken.

Describe the Vendor's active participation in any relevant standards bodies.

### **6.11 Directory Services**

Describe the directory services that are used in a proposed solution and how they are used, including (a) system, (b) operational, and (c) security requirements, as well as expected performance (e.g., scalability, certificates per hour processed for posting and verification, etc.).

Discuss the need and/or requirement for Lightweight Directory Access Protocol (LDAP) or X.500 directories, and describe which implementations work with this solution.

Specify if (a) X.500, (b) LDAP directory format, and (c) LDAP requests are supported.

Specify how third (3rd) party time stamping services can inter-operate with a proposed solution.

### **6.12 Customer Service and Training**

Describe what, if any, help desk support options the Vendor has available as a service. Please define if such services are available for implementation support or if they extend to digital signature certificate users and relying parties.

Describe what types of training the Vendor will provide for technical staff responsible for integrating digital signature and certificates with existing systems and operations.

Describe the customer support, technical and trouble-shooting support the Vendor provides for the State's information technology staff and RA staff.

# **Section 7**

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## **RESPONSE FORMAT**

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### **7.1 Submittal Format**

The bid response must be submitted in two separate packages. The first part is the Technical Proposal and will contain all of the components described in Section 7.6 below. The second part is the Price Proposal and will contain all of the components described in Section 7.7 below. Both packages must be packaged separately. Each package must contain an electronic (CD or 3.25" floppy disc) and ten (10) paper copies. Electronic versions can be submitted in Word, Wordperfect or Adobe Acrobat format. Each bid response shall contain a table of contents, numbered pages, bid responses labeled with the corresponding bid response number / written description.

### **7.2 Technical Proposal Contents**

The Technical Proposal Section should include (a) the Transmittal Letter, (b) completed Signature Sheet, (c) the Executive Summary and (d) the Technical Proposal as outlined below:

### **7.3 Transmittal Letter**

The Transmittal Letter will not have a section number but should appear as the second document in the binder (after Signature Sheet) and should include the following information as a minimum representation:

- that the Vendor is the prime contractor and identifying all subcontractors;
- that the Vendor is a corporation or other legal entity;
- that no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- that the Vendor does not discriminate in employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- that no cost or pricing information has been included in the transmission letter or technical proposal;
- that the Vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- that the person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above-Statements;
- that the system, including all purchased and custom software and all hardware is year 2000 compliant and that the system, including all purchased and custom software and hardware is certified to not have a date related processing problem to a specific, Vendor identified, future date. Year 2000 Warranty form may be found as Attachment E.

#### **7.4 Signature Sheet**

The signature sheet is provided on page 2 of this RFP. The fully executed signature sheet should be inserted behind the Transmittal Letter.

#### **7.5 Executive Summary**

The Executive Summary should serve to familiarize Kansas executives and evaluators with the key elements and unique features of the proposal by briefly describing how the Vendor is going to accomplish the task.

This section should be written at a business level and discuss the major or unusual resources and advantages the Vendor can provide to the project.

The executive summary should contain the following:

A statement as to the period during which the provisions of the proposal shall remain valid. A minimum of one year from the submission of proposals due date is required.

A Statement affirming that the Vendor possesses the legal capacity to enter into a contract with the State of Kansas.

An overview of the approach to the project includes a summary of the most important aspects of all sections. Any material presented in this section shall not be considered as meeting any technical requirement.

An affirmative Statement and guarantee that the Vendor's Proposal meets or exceeds all of the functional requirements set forth in the RFP.

A statement of acceptance by the Vendor of the contract terms and conditions set forth in this RFP.

A statement of acceptance by the Vendor that its employees be subject to fingerprint based record checks and periodic re-checks during performance of contract services.

A master milestone schedule of all major efforts to be undertaken in the project. Dates should begin with a April 8, 2002 project start date.

A list of all exceptions taken to this RFP and the reason for excepting a requirement.

A list of high-risk areas that are reasons for concern such as schedule deadlines, incompatible technologies, or overly tight specifications. Any request to delete, change, or relax a requirement must be fully supported in this section. Vendors will not be evaluated on this paragraph. These concerns will be addressed with the Vendor during negotiations.

Corporate Background - This section must include a discussion of the Vendor's corporation and each subcontractor if any. The discussion shall include the following:

- description of the organization, date established, legal status;
- statement of ownership (public, partnership, subsidiary, etc.);



- number of personnel, full and part-time, assigned to this project by function and job title;
- name, business address and phone number of person responsible for day-to-day operations of this project;

## **7.6 Technical Proposal**

The following are the components of the Technical Proposal.

### **7.6.1 Vendor Contact Information**

Provide the following information:

Company name  
 Official contact persons name  
 Address Information  
 Telephone number  
 Fax number  
 Email address

### **7.6.2 Vendor Profile**

Describe or provide:

- (a) Main business activities of the Vendor;
- (b) Period of time the Vendor has been involved in these activities.
- (c) Recent annual financial report
- (d) Independent auditor's report of same annual financial report.
- (e) Comprehensive list of clients for whom the Vendor provides CA services as an out-sourced service in both private and public sector. For each client please provide an estimate of the number of certificates issued.
- (f) Federal Tax Identification Number
- (g) Organization Chart and an explanation of where in the organization this project would be located.
- (h) List any litigation or ethical proceedings brought against the Vendor's firm in the past three years;
- (i) Certification of insurance coverage for contract liability, errors and omissions, and litigation.

### **7.6.3 Response to Certificate Policy**

Attachment A to this RFP contains the Kansas Certificate Policy. The Vendor will be providing CA services as an application service provider to provide digital signatures and certificates for the State. As part of the Vendor response, respondents shall respond to Sections 2 through 8 of the Kansas Certificate Policy. The response must detail how the Vendor's solution and services can satisfy the requirements of this policy. The response should be a section by section response providing the section number and title of the section followed by the Vendor's statement of compliance and a brief discussion of how the solution will fulfill that segment of the policy. Vendors may reply with a Not Applicable NA statement but must be prepared to defend such a statement.

#### 7.6.4 Vendor Practice Statement

Please provide the CA Practice Statement that the Vendor anticipates providing services under in execution of this contract. To be considered for award, Vendors must execute the Affidavit Confirming Compliance with Kansas Law found in Attachment F. The successful Vendor must register with the Office of the Secretary of State as a condition of any contract awarded and must at all times maintain registration in good standing during contract performance.

#### 7.6.5 PKI Architecture and Processes

Describe the overall PKI architecture the Vendor proposes for the State and its agencies to develop and deploy applications and services requiring digital signatures and electronic authentication.

Describe the set of products and services that the Vendor proposes for the State and its agencies to develop and deploy such applications and conduct secure digital signature-based web transactions.

Describe the overall processes by which state employees, agencies, citizens, and businesses will obtain digital certificates and use them to access electronic services. Describe the processes the state will use to verify certificates and conduct secure and reliable electronic transactions with constituents using digital signature PKI. Vendors should base this description on the assumption that Kansas agencies will act as Registration Authorities serving particular constituencies including employees, citizens and businesses.

Describe the processes and activities that would be performed by Kansas agencies acting as Registration Authority.

#### 7.6.6 Application Services & Integration

This section is intended to identify what tools exist that assist the integration of digital signature with the States current applications and with the States inventory of purchased software. In addressing this section, Vendors are referred to the Kansas Statewide Information Technical Architecture in Attachment C that provides an inventory of approved applications currently in use. Vendors shall provide a list of products referenced in this document and *not* supported currently and a listing of products listed that are planned to be supported in the immediate future.

##### 7.6.6.1 *Integration With Existing Applications*

Provide a listing of Commercial Off The Shelf (COTS) applications that have incorporated the Vendor's solution or that the Vendor has integrated with. Of particular interest are common office applications such as Microsoft Office and Corel Suite, and e-mail applications such as Novell Groupwise, Microsoft Exchange/Outlook and IBM Lotus Notes.

##### 7.6.6.2 *Integration Toolkits*

Describe any PKI integration tools provided by the Vendor, or available from third party companies that assist integration with internal applications and legacy systems. Please list the toolkits supported by this product, the functions they provide and platforms on which they operate.

#### 7.6.6.3 *Integration With Electronic Forms*

To support the rapid deployment of digital signatures the solution must allow PKI services to be integrated into commercially available electronic forms software packages. The solution must be such that multiple digital signatures and certificate validation services are supported and can be integrated into the form with minimal need for supplementary programming (the use of third party toolkits is acceptable). Please list the electronic forms software packages supported and the functions they provide.

#### 7.6.6.4 *Time-Stamping*

An ability to append or attach to a message, digital signature or certificate, a digitally signed notation indicating, at a minimum, the date, time, and identity of the person appending or attaching a notation is needed to support the audit and archiving of electronic documents.

Time-Stamping functions are needed for electronic documents to indicate when they are received, when signatures are applied, and when signatures are verified. Solutions must:

- (a) Allow time-stamping functions to be easily incorporated into business applications and electronic transactions to associate a trustworthy statement of time with events such as document receipt, signature application and signature verification. Describe mechanisms and time sources used to support time-stamping, and identify the entity that might serve as a time-stamp authority under the Proposal.
- (b) Employ encryption technologies and practices that ensure the security and trustworthiness of the time-stamps applied. Describe what methods are used by the Vendor's solution.
- (c) Offer a wide variety of time-stamping functions and options. Describe these time-stamping functions and options.

#### 7.6.7 Digital Certificate and Certificate Authority Services

Vendors should describe how keys and key repositories are managed, and should demonstrate that these are in compliance with Kansas statutes governing licensure of certificate authorities.

In addition to completing the Affidavit in Attachment F, the successful vendor must register and maintain good standing as a Certificate Authority with the Office of the Secretary of State as required by Kansas statute and regulations as amended and found in Attachment G.

Describe all other certificate authority services proposed, including reporting capabilities (online reporting is preferred), services to help enforce the certificate policy, administration of renewal and revocation processes, and any other management or certificate services proposed to the State. Also discuss any planned response to breach of security for compromised certificates or certificates incorrectly issued.

Describe the process by which individual citizens and employees of business entities and state employees will request and obtain a digital signature certificate. Provide a clear process-flow diagram illustrating how certificates are issued and delivered to the citizen, governmental employee or business entity.

Discuss the methods available for obtaining digital certificates where some Kansas state organization is acting as a Registration Authority (RA). Once a subscriber has been vetted to the satisfaction of the RA, what forms of digital signature delivery are supported? Include in this discussion any hardware devices supported or planned for support such as smart cards.

#### 7.6.8 Software Solutions

List the name(s) and manufacturer(s) of all applications and software packages that the Vendor's solution has been integrated with.

Specifically provide information on whether or not this software has API's for use by programming languages such as C, Visual Basic, JAVA, RPG and PowerBuilder, and if and how these API's are interoperable with the Authority's repository.

#### 7.6.9 Portability Solutions

Individuals will require some way to transfer the digital signing capability, or their digital certificate, from one computer to another. Describe what options exist to provide digital certificates to employees and citizens that would be location-independent. Propose ways to facilitate key portability.

In addition, please describe alternatives that exist for initial key issuance including web delivery, email delivery and physical delivery to smart cards, floppy disc, PDA or other devices.

#### 7.6.10 New Technologies

Describe any other new hardware and software applications/components that are on the horizon (12-months) and is seen as their key uses to the State and its citizens and businesses. Include products and services that may be offered in this contract as either a future addendum, or for which current pricing is available.

Please also discuss future plans for delivering certificates based on new encryption types or strengths.

#### 7.6.11 Professional and Consulting Services

Describe any consulting services and specialty areas of expertise in which the company excels including those that may be relevant to the state's E-government initiative. Describe what consulting services the Vendor can offer agencies in helping them to develop and deploy digital signature applications.

#### 7.6.12 Standards

Describe each standard by which a solution is fully compliant and any benefit that is derived from adherence to any of these standards other than enabling interoperability.

Describe variances from standards with which the Vendor's solution is partially compliant, including Vendor specific extensions that may inhibit interoperability with solutions from other Vendors.

List any relevant standards or standard bodies the Vendor has no plans to be compliant with along with an explanation of why such a position was taken.

Describe the Vendor's active participation in any relevant standards bodies.

#### 7.6.13 Directory Services

Describe the directory services that are used in a proposed solution and how they are used, including (a) system, (b) operational, and (c) security requirements, as well as expected performance (e.g., scalability, certificates per hour processed for posting and verification, etc.).

Discuss the need and/or requirement for LDAP or X.500 directories, and describe which implementations work with this solution.

Specify if (a) X.500, (b) LDAP directory format, and (c) LDAP requests are supported.

Specify how third (3rd) party time stamping services can inter-operate with the proposed solution.

#### 7.6.14 Customer Service and Training

Describe what if any help desk support options the Vendor has available as a service. Please define if such services are available for implementation support or if they extend to digital signature certificate users and relying parties.

Describe what types of training the Vendor will provide for technical staff responsible for integrating digital signature and certificates with existing systems and operations.

Describe the customer support, technical and trouble-shooting support the Vendor provides for the States information technology staff.

#### 7.6.15 References

Vendors must provide references for a minimum of four current customers where the vendor acts as an application service provider and implements the customers private certificate policy. The references should have issued a significant number of digital certificates used as digital signatures. Please provide a summary of the project including a contact person, contact information, number of certificate holders and a copy of the customers certificate policy.

### 7.7 **Cost Proposal**

The cost proposal as discussed in Section 2.1, must identify and clearly price any and all hardware, software and services required in support of this contract. Prices associated with setting up the CA application service environment must be identified separately from the cost of certificate provision.

The State understands that the professional services (on-site and off-site performance) for integration to legacy applications must be determined on a project by project basis. With this understanding please provide fully burdened hourly rates for the spectrum of professional services offered by the Vendor. In addition, please provide pricing for standard training courses available along with a schedule of such courses.

Vendors should submit the cost proposal detailing any and all costs the State will be responsible for. Any item not listed specifically and that is necessary to the delivery of the PKI service will be considered included in the Vendor's overall price structure.

## **Section 8**

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### **COST PROPOSAL**

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#### **8.1 Overview**

The State will enter into a contract with a single vendor to provide trusted Certificate Authority services as an application service provider working under and fulfilling the Kansas Certificate Policy. Vendor cost proposals shall clearly describe and price any and all required services, software and hardware necessary to providing PKI technical infrastructure.

The State's ITEC will work towards promoting a single PKI infrastructure to serve the needs of all government related activities and as many affiliated organizations (such as the Regents) as possible. The timetable for adoption is not yet determined. Consequently, vendor pricing must be divided into two phases. In the first phase (Base Installation) the vendor will price all components necessary to service a minimum of two thousand users in the basic environment described. In the second phase (Expansion) vendors should price the individual elements associated with adding additional users.

#### **8.2 Base Installation**

The base installation environment will be a single agency implementing digital signature and certificates for all internal activities. The application environment includes the following:

JetForm – All agency forms are available for on line completion and execution. The forms are integrated with Silanis ApproveIt for electronic signature.

Microsoft Office – for all business document creation.

Microsoft Outlook – for all email.

FileNet – used for document management and repository services.

Pricing is required to provide integration to this environment. Vendors must provide all costs itemized by appropriate category.

Professional Services by type and category. Please provide an hourly rate along with expected level of effort.

Certificate/ Signature services priced by levels as defined in the Kansas Certificate Policy. Pricing should be based in anticipation of a minimum of 2000 issued.

Any and all required software.

Any and all required hardware.

#### **8.3 Expansion**

Please provide long term pricing of services offered by year for the term of the contract and extensions.

## **Attachment A**

# **KANSAS CERTIFICATE POLICY**



**Attachment B**  
**RULES AND REGULATIONS**

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**Attachment C**  
**KANSAS STATEWIDE**  
**TECHNICAL ARCHITECTURE**

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**Attachment D**  
**SURVEY QUESTIONS**  
**AND SUMMARY**

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**Attachment E**  
**YEAR 2000 WARRANTY**

**Attachment F**

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**AFFIDAVIT CONFIRMING  
COMPLIANCE WITH  
KANSAS LAW**

# AFFIDAVIT

County of \_\_\_\_\_ )

State of \_\_\_\_\_ )

The undersigned hereby state that they are the agents of \_\_\_\_\_ (hereafter proposed CA service provider) legally authorized to make these affirmations and execute this affidavit.

The undersigned hereby agree that the proposed CA service provider shall secure and maintain registration as a registered certification authority in full compliance with Kansas law and its amendments throughout the term or terms of the contract if it is the successful responder to the RFP that is subject of this response.

The undersigned agree on behalf of the proposed CA service provider that the contract and any extensions and amendments to it are conditioned upon maintenance of such compliance.

The undersigned further agree on behalf of the proposed CA service provider that failure to maintain such compliance shall be deemed a breach of the contract that is subject of the RFP to which the proposed CA service provider hereby responds.

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President, proposed CA service provider

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Attested: Secretary, proposed CA service provider

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Signed and sworn to (or affirmed) before me on \_\_\_\_ (date) \_\_\_\_\_

By (name of persons making statement).

\_\_\_\_\_  
Signature of notary public

(Seal)

My appointment expires: \_\_\_\_\_

**Attachment G**  
**KANSAS STATUTE**

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